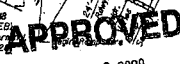


EXHIBIT 1

Exhibit 1 is four prints showing the general type, size and location of the Grade Separation Structures.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
ridge Omission Sta. 127+81.00 to Sta. 140+66.67

Struct. by Others

Struct. by Others

AS A BASIS FOR
PLANETARY PLANS

AS A BASIS FOR
GENERALIZATION OF DETAILED PLANS
RELOCATED 1-70 OVER
NS, TRRA, MCT, AND INDUSTRIAL DR.
F.A.P. RTE. 998 SEC. 82-2-1MB
ST. CLAIR COUNTY
STA. 134+22.00
STRUCTURE NO. 082-0318 (EB)
STRUCTURE NO. 082-0319 (WB)

DESIGNED	CCE
CHECKED	J.R.
DRAWN	CCE
CHECKED	J.R.



F.A.P. Rte. 998 Relocated I-70
Functional Class: Principal Arterial
ADT (EB) 15,490 (2013), 32,980 (2030)
ADT (WB) 13,480 (2013), 26,960 (2030)
DMV (EB) 1,814 (2013), 3,628 (2030)
DMV (WB) 1,483 (2013), 2,965 (2030)
ADTT: 16% (EB)
ADTT: 12% (WB)
Design Speed: 60 mph
Posted Speed: 55 mph

2007 AASHTO LRFD Bridge Design Specifications

with 2008 Interim Revision

Vehicle Live Load: HL-93
Future Wearing Surface: 50 mm

DESIGN STRESSES

(See Sheet 2)

CURVE 17003

PI Sta. = 138+29.72
 $\Delta = 74^{\circ}40'52''$ (RT)
 $D = 2^{\circ}56'04''$
 $R = 1952.50'$
 $T = 1489.60'$
 $L = 2544.95'$
 $E = 503.34'$
 $SE = 5.40X$
 PC Sta. = 123+40.13
 PT Sta. = 148+85.08

CURVE INDRDO2

PI Sta. = 17+68.75
 $\Delta = 87^{\circ}47'02''$ (RT)
 $O = 15^{\circ}03'19''$
 $A = 380.51'$
 $T = 366.13'$
 $L = 583.08'$
 $E = 147.52'$
 $SE = n/a$
 PC Sta. = 14+02.62
 PT Sta. = 19+85.70

SHEET NO. 1	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	998	82-2-IHVB	ST. CLAIR	4	1
4 SHEETS	CONTRACT NO. T6C44				
FED. ROAD DIST. NO.		ILLINOIS FED. AID PROJECT			

EXHIBIT 1

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

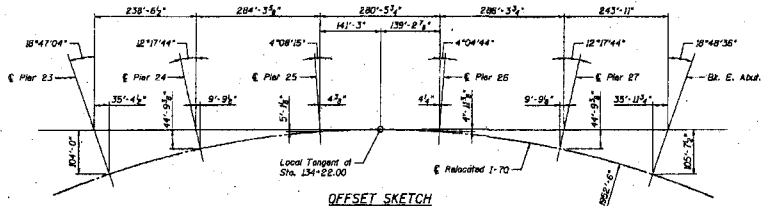
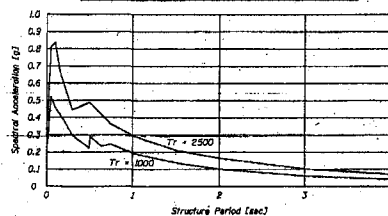
SEISMIC DATA*

Soil Site Class = D

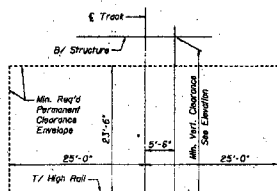
Return Period, T_r (yr)	1000	2500
Design Spectral Acceleration at 1.0 sec, S_D (g)	0.20	0.30
Design Spectral Acceleration at 0.2 sec, $S_{D0.2}$ (g)	0.39	0.60
Importance Category	Critical	Essential
Seismic Performance Zone	2	2

* Seismic Data based on site-specific analysis.

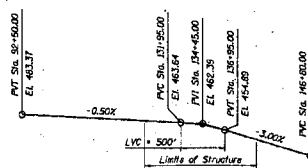
SITE-SPECIFIC UNIFORM HAZARD SPECTRA



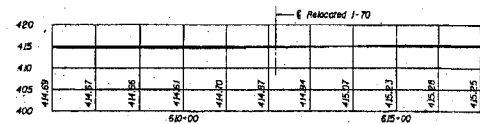
OFFSET SKETCH



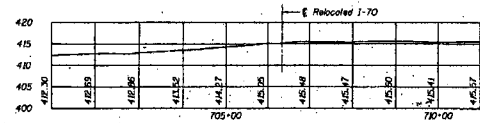
RAILROAD CLEARANCE
DIAGRAM



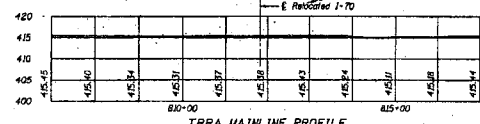
PROFILE GRADE & RELOCATED I-70



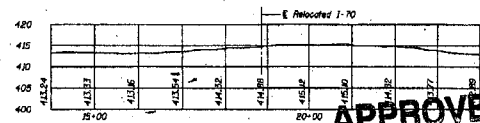
NS MAINLINE PROFILE



NS PACKERS SPUR PROFILE



TRRA MAINLINE PROFILE



INDUSTRIAL DR. PROFILE

OCT 08 2009

AS A BASIS FOR
PREPARATION OF DETAILED PLANS

DETAILS:
RELOCATED I-70 OVER
NS, TRRA, MCT, AND INDUSTRIAL DR.
F.A.P. RTE. 998 SEC. 82-2-1HVB
ST. CLAIR COUNTY
STA. 134+22.00
STRUCTURE NO. 082-0318 (EB)
STRUCTURE NO. 082-0318 (WB)

TENG

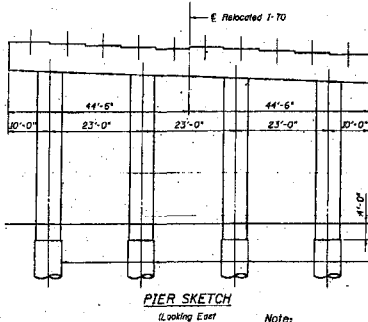
TENG & ASSOCIATES, INC.
ENGINEERS/ARCHITECTS/PLANNERS
208 E. HICKMAN AVE. CHICAGO, IL 60601
TELEPHONE 312/974-0000

DESIGNED	CCE
CHECKED	J.R.
DRAWN	CCE
CHECKED	J.R.

SHEET NO.	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS
4	998	82-2-1HVB	ST. CLAIR	4
CONTRACT NO. 76C44				2

EXHIBIT 1

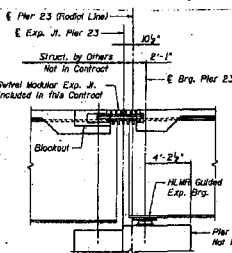
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION



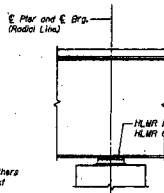
PIER SKETCH
(Looking East)

Notes

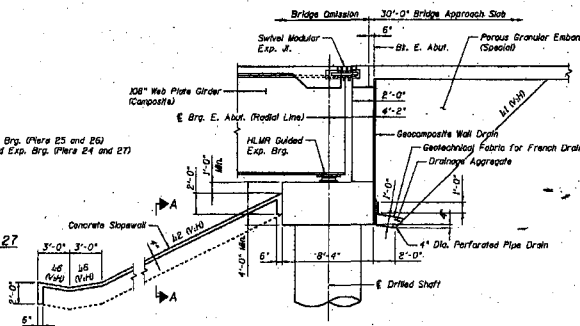
Pier 24 shows Piers 25-27 similar except width increases of pier 26 and 27.



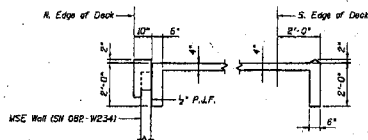
SECTION THRU PIER 23



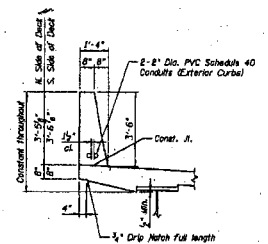
SECTION THRU PIERS 24-27



SECTION THRU EAST ABUTMENT



SECTION A-A



APPROVED

OCT 08 2009

AS A BASIS FOR
PREPARATION OF DETAILED PLANS
DETAIL S-2
RELOCATED I-70 OVER
MS. TRRA, MCT, AND INDUSTRIAL DR.
F.A.P. RTE. 998 SEC. 82-2-11WB
ST. CLAIR COUNTY
STA. 134+22.00
STRUCTURE NO. 082-0318 (EB)
STRUCTURE NO. 082-0319 (WB)

TENG

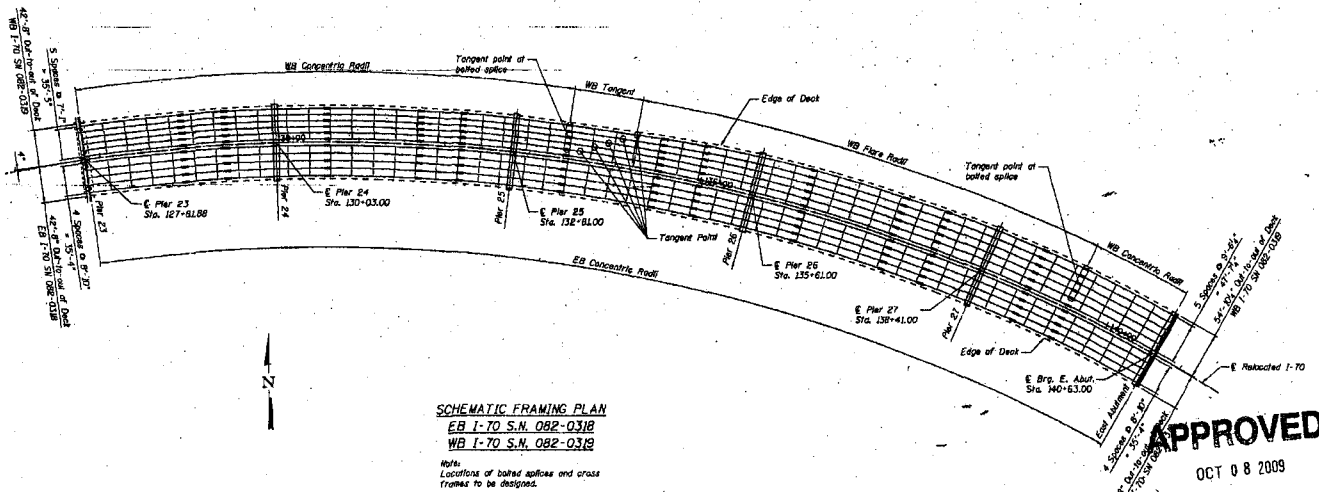
TENG & ASSOCIATES, INC.
ENGINEERING ARCHITECTS PLANNERS
288 N. MICHIGAN AVE., CHICAGO, IL 60601
TEL: (312) 261-0000

DESIGNED	CDE
CHECKED	J.R.
DRAWN	CDE
CHECKED	J.R.

SHEET NO.	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEET NO.
4 SHEETS	998	82-2-11WB	ST. CLAIR	4 3
FED. ROAD DIST. NO.				ILLINOIS FED. AID PROJECT
				CONTRACT NO. 76C44

EXHIBIT 1

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION



SCHEMATIC FRAMING PLAN
EB I-70 S.N. 082-0318
WB I-70 S.N. 082-0319

Note:
Locations of balled splices and cross
trusses to be designed.

APPROVED

OCT 08 2009

AS A BASIS FOR
PREPARATION OF DETAILED PLANS

PROPOSED FRAMING PLAN
RELOCATED I-70 OVER
NS, TRRA, MCT, AND INDUSTRIAL DR.
F.A.P. RTE. 998 SEC. 82-2-IHVB
ST. CLAIR COUNTY
STA. 134+22.00
STRUCTURE NO. 082-0318 (EB)
STRUCTURE NO. 082-0319 (WB)

TENG

TENG & ASSOCIATES, INC.
ENGINEERS/ARCHITECTS/PLANNERS
300 N. MICHIGAN AVE., CHICAGO, IL 60610
TELEPHONE: 312.336.0000

DESIGNED	CCF
CHECKED	J.R.
DRAWN	CCF
CHECKED	J.R.

SHEET NO.	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
998		82-2-IHVB	ST. CLAIR	4	4
4 SHEETS					
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT					
CONTRACT NO. 76C44					

EXHIBIT 2

STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT

The certifications hereinafter made by the COMPANY are each a material representation of fact. The STATE may terminate the agreement if it is later determined that the COMPANY rendered a false or erroneous certification.

Bribery. Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the COMPANY that it is not barred from being awarded a contract or subcontract under this Section. A COMPANY who makes a false statement, material to the certification, commits a Class 3 felony. The COMPANY certifies that it is not barred from being awarded a contract under Section 50-5.

Educational Loan. The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

Bid Rigging/Bid Rotating. Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the COMPANY that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A COMPANY that makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state of the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state of the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The COMPANY certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

International Anti-Boycott. Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the COMPANY agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The COMPANY makes the certification set forth in Section 5 of the Act.

Drug Free Workplace. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the COMPANY is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The COMPANY certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the COMPANY's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the COMPANY's policy of maintaining a drug free workplace; any available drug counseling,

rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations; (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace; (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace; (e) Imposing or requiring, within thirty (30) days after receiving such notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance program approved by a federal, state, or local health, law enforcement, or other appropriate agency; (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place; (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

Delinquent Payment. The COMPANY certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use tax on all sales of tangible property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The COMPANY further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the COMPANY, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Felony Convictions. The COMPANY certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953 for a period of five years prior to the date of the AGREEMENT. The COMPANY acknowledges that the DEPARTMENT shall declare the contract void if this certification is false.

Environmental Protection Act. The COMPANY certifies in accordance with 30ILCS 500/50-12 that the COMPANY is not barred from being awarded a contract under this Section. The COMPANY acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

State Prohibition of Goods from Forced Labor Act. The COMPANY certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

Application of Prevailing Wage Act to Grant Recipients. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provision of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision

as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

EXHIBIT 3

Exhibit 3 to the Grade Separation Construction and Maintenance Agreement between the STATE OF ILLINOIS, acting by and through its Department of Transportation (the "STATE" and/or "IDOT") and the TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS (the COMPANY and/or "TRRA") for Job No. C-98-022-10

RAILROAD JOB SPECIAL PROVISIONS

To Report an Emergency on property of TRRA, call: (618) 451-8478.

1.0 Authority of Railroad Engineer and Commission's Representative.

1.1 TRRA's authorized representative, herein called "Railroad Engineer", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting TRRA's tracks. The Railroad Engineer for this Project is identified below, with current contact information:

Mr. C. R. McQueen, Jr.
Director Engineering Services & Administration
Terminal Railroad Association of St. Louis
1000 St. Louis Union Station, Suite 200
St. Louis, Missouri 63103
Office: (314)-539-4724
Fax: (314) 621-3673

1.2 The STATE'S authorized representative, herein called "Engineer", shall have authority over all other matters as prescribed herein and in the Project specifications.

2.0 Contractor's Obligations to Comply with Railroad Job Special Provisions and to Indemnify Railroad.

2.1 The term "Contractor", as used in these Railroad Job Special Provisions, means the STATE'S contractor for the construction or, if applicable, for the maintenance or repair of the proposed grade separation structure (the "Project") and its engineers, design professionals, other consultants and other agents retained in connection with the Project, and includes any and all subcontractors.

2.2 TRRA and the STATE have agreed that the STATE'S Contractor shall comply with these Railroad Job Special Provisions whenever applicable in accordance with subsection 2.3, or shall comply with a later amended version of these Railroad Job Special Provisions whenever applicable in accordance with subsections 2.3 or 2.4 of these Railroad Job Special Provisions, with reference to all work performed or to be performed by the Contractor upon TRRA's right of way, as a condition to the Contractor's right of access to TRRA's right of way which is described in the Land Acquisition Document (as defined in the Grade Separation Agreement) (hereinafter called "TRRA's right of way"). If the Contractor is in compliance with the applicable Railroad Job Special Provisions, then TRRA shall not demand or require the Contractor to enter into a Right of Entry Agreement, or to comply with any other requirements before allowing the Contractor to enter upon TRRA's right of way and providing flagging services in accordance with these Railroad Job Special Provisions. However, if at any time the Contractor is not in compliance with any applicable requirement within the Railroad Job Special Provisions, then

TRRA may refuse to allow the Contractor access to work upon or over TRRA's right of way, and TRRA may withhold the provision of flagging services for the Contractor, until the Contractor has fully complied with all applicable requirements within the Railroad Job Special Provisions; except that TRRA shall not deny access to or withhold flagging services from the Contractor as provided in this subsection until TRRA has notified the Contractor and the STATE, in writing, of the specific requirements of the applicable Railroad Job Special Provisions with which the Contractor is not in compliance. The Contractor shall bear the costs of any delays in its work resulting from TRRA's denial of access or withholding of flagging services by reason of the Contractor's noncompliance with any applicable requirement within the Railroad Job Special Provisions, and all costs incurred to bring the Contractor into full compliance with the applicable Railroad Job Special Provisions.

2.3 If the STATE executes this Agreement with the Contractor within forty-two (42) months after the effective date of the Grade Separation Construction and Maintenance Agreement executed on _____, 2010, by and between the STATE and the TRRA concerning this Project (hereinafter referred to as the "Grade Separation Agreement"), then the Contractor shall comply with this subsection notwithstanding any provision in subsection 2.4 of these Railroad Job Special Provisions to the contrary. The Contractor shall abide by the present version of these Railroad Job Special Provisions for all work pursuant to this Agreement that the Contractor performs over or upon TRRA's right of way within four (4) years after the effective date of the Grade Separation Agreement. The Contractor shall expressly incorporate the present version of the Railroad Job Special Provisions into every subcontract made pursuant to this Agreement. However, if the Contractor performs any work pursuant to this Agreement more than four (4) years after the effective date of the Grade Separation Agreement, then notwithstanding any provision in these Railroad Job Special Provisions to the contrary, the Contractor shall abide by the latest amended version of the Railroad Job Special Provisions that is approved by the STATE and the TRRA and in force when the Contractor performs that work upon or over TRRA's right of way.

2.4 If the STATE executes this Agreement with the Contractor more than forty-two (42) months after the effective date of the Grade Separation Agreement, then the Contractor shall comply with this subsection notwithstanding any provision in subsection 2.3 of these Railroad Job Special Provisions to the contrary. The Contractor shall abide by the latest amended version of the Railroad Job Special Provisions that is approved by the TRRA and the STATE and in force on the effective date of this Agreement, for all work pursuant to this Agreement that the Contractor performs over or upon TRRA's right of way within three (3) years after the effective date of this Agreement. The Contractor shall expressly incorporate the same version of the Railroad Job Special Provisions into every subcontract made pursuant to this Agreement. However, if the Contractor performs any work pursuant to this Agreement more than three (3) years after the effective date of this Agreement, then notwithstanding any provision in these Railroad Job Special Provisions to the contrary, the Contractor shall abide by the latest amended version of the Railroad Job Special Provisions that is approved by the TRRA and the STATE and in force when the Contractor performs that work upon or over TRRA's right of way.

2.5 The Contractor shall indemnify, defend and hold TRRA harmless from and against any and all loss, damage, claims, demands, causes of action, costs and expenses of any nature arising out of injury to or death of any person, or out of damage to or destruction of any property, including, without limitation, damage to fiber optic, communication and other cable lines and systems, where this injury, death, damage or destruction results from any cause arising out of work performed by the Contractor pursuant to the agreement between the TRRA and the STATE for this Project, and shall also release TRRA from, and shall waive any claims for, injury or damage to equipment or other property, which may result from the construction,

maintenance and operation of TRRA tracks, wire lines, fiber optic cable, pipe lines and other facilities on TRRA's right of way by the Contractor. The Contractor's liability will not be affected if any damage or claim was occasioned by or contributed to by the negligence of TRRA, TRRA's agents, servants, employees or otherwise, except to the extent that any damage or claim has been proximately caused by the intentional misconduct or sole or gross negligence of TRRA, or any of TRRA's officers, employees, agents, subcontractors, successors or assigns. The Contractor's indemnity shall include loss of profits or revenue arising from damage or destruction to fiber optic, communication and other cable lines and systems.

2.6 In addition to the indemnity obligations contained in the preceding paragraph, the Contractor shall indemnify, defend and hold TRRA harmless from any claims, expenses, costs, actions, demands, losses, fines, penalties, and fees, arising from, related to or connected, in whole or in part, with the removal of the Contractor's agents, servants, employees or invitees from TRRA's right of way for safety reasons, and from any loss or liability proximately resulting from the Contractor's noncompliance with the applicable requirements of any these Railroad Job Special Provisions.

2.7 The Contractor shall also indemnify, defend and hold TRRA harmless with reference to all fines or penalties imposed or assessed by federal, state and local governmental agencies against TRRA as the proximate result of Contractor's work under this contract, including these Railroad Job Special Provisions.

3.0 Notice of Starting Work. The Contractor shall not commence any work on TRRA's right of way until the Contractor has complied with the following conditions:

3.1 At least thirty (30) days before beginning any work upon or over TRRA's right of way, the Contractor shall furnish to TRRA and the STATE a schedule for all work required to complete the portion of the Project within TRRA's right of way, and shall arrange for a job site meeting between the Contractor, the Engineer, and Railroad Engineer. TRRA may withhold providing any flagger until the Contractor has conducted the job site meeting and scheduled the Contractor's work.

3.2 At least thirty (30) days before the Contractor proposes to begin work on TRRA's right of way, the Contractor shall give to Railroad Engineer a written notice of intent to begin work on TRRA's right of way.

3.3 The Contractor shall obtain written or electronic authorization from TRRA to begin work on TRRA's right of way. TRRA shall not unreasonably withhold this authorization.

3.4 The Contractor shall obtain the insurance coverage required in Section 14.0 of these Railroad Job Special Provisions.

3.5 Safety Orientation: The Contractor shall ensure that Contractor's superintendent has obtained certification of completion of the BNSF Railway safety orientation course available on the Internet at www.contractororientation.com (Certification currently costs \$11). The Contractor shall certify that each of Contractor's employees, subcontractors or invitees who will be working TRRA's right of way have received the same safety orientation through sessions conducted by the Contractor or through the Internet before any work shall be done on the TRRA's right of way.

3.6 TRRA's written authorization to proceed with the work, with a copy to the Engineer, will include the names, addresses and telephone numbers of TRRA's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

4.0 Interference with Railroad Operations.

4.1 The Contractor shall arrange and conduct all work so that there shall be no interference with TRRA's operations, including train, signal, telephone and telegraphic services; or damage to TRRA's right of way; poles, wires and other facilities of tenants, licensees, easement grantees and invitees on TRRA's right of way. Whenever work may affect the operations or safety of trains, the Contractor shall first submit the method of doing this work to Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. The Contractor shall defer any of its work that requires flagging service or inspection service until the flagging service required by TRRA is available at the job site.

4.2 Whenever the Contractor's work within TRRA's right of way makes an impediment to TRRA's operations unavoidable, such as use of runaround tracks or necessity for reduced speed, the Contractor shall schedule and conduct these operations so that the impediment is reduced to the absolute minimum.

4.3 If conditions arising from, or in connection with the work require immediate and unusual provisions to protect TRRA's operations and property, the Contractor shall make such provisions. If in the judgment of Railroad Engineer, or the Engineer if Railroad Engineer is absent, such provision is insufficient, Railroad Engineer or Engineer may require or provide such provisions as deem necessary. In any event, such provisions shall be at the Contractor's expense and without cost to TRRA or the STATE.

4.4 The Contractor shall be responsible for any damage to TRRA as a result of the Contractor's work on the Project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the Contractor. The Contractor shall be responsible for damages for TRRA's train delays that are caused exclusively by the Contractor. TRRA agrees not to perform any act to unnecessarily cause any train delay. The damages for train delays per freight hour will be billed at an average rate per hour as determined from TRRA's records. TRRA shall provide these records, upon request, to the STATE or its Contractor.

5.0 Track Clearances.

5.1 The minimum track clearances to be maintained by the Contractor during construction are shown on the Project plans. However, before Contractor is permitted to undertake any work within TRRA's right of way, or before placing any obstruction over any track, the Contractor shall first provide notice to TRRA at least forty-eight (48) hours in advance of the time work is to take place and receive a response from TRRA confirming that arrangements have been made for flagging services as may be necessary. If required by the Engineer, Contractor shall also ascertain that the Engineer has received copies of the notice delivered to TRRA and of TRRA's response.

5.2 The Contractor shall fully comply with any horizontal and vertical clearance requirements imposed by Illinois state statutes and regulations and Federal statutes and regulations regarding the placement of structures or equipment near or over railroad tracks.

6.0 Construction Procedures.

6.1 General. Construction work on TRRA's right of way shall be:

- (a) Subject to TRRA's inspection and review; and
- (b) In accordance with these Railroad Job Special Provisions.

6.2 Excavation. The subgrade of an operated track shall be maintained with the berm edge at least twelve feet (12') from centerline of track and not more than twenty-six inches (26") below top of the rail. The Contractor will not be required to make existing sections meet this specification if substandard, in which case the existing section will be maintained. The Contractor shall cease all work and notify TRRA immediately before continuing excavation in the work area if obstructions are encountered which do not appear on the drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor shall also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. Additionally, all excavations shall be conducted in compliance with applicable Occupational Safety and Health Act regulations and, regardless of depth, shall be shored where there is any danger to tracks, structures or personnel. Any excavations, holes or trenches on TRRA's right of way shall be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that TRRA's employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations shall be back filled as soon as possible.

6.3 Excavation for Structure. The Contractor shall be required to take special precaution and care in connection with excavating, shoring pits and in driving piles for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which the tracks carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall be approved by Railroad Engineer before work is performed, but such approval shall not relieve the Contractor from liability. All engineering plans relating to the Project, including without limitation engineering plans relating to the shoring if any, must be prepared by a registered professional engineer, and Engineer and Contractor shall ensure that all engineering plans are in fact prepared by a registered professional engineer prior to the submission of such plans to Railroad Engineer and prior to the commencement of any related construction work. Before submission of plans to Railroad Engineer for approval, the Engineer will first review such plans in accordance with the Illinois Standard Specifications for Road and Bridge Construction, hereinafter called "Standard Specifications". The responsibility for the design and construction of the shoring rests solely with the Contractor. The temporary shoring along TRRA tracks shall be designed for the Cooper E80 loading. The design shall insure that the shoring is braced or substantially secured to prevent movement. The Contractor shall submit plans for the temporary shoring that shall be signed, sealed, and stamped by an Illinois Licensed Structural Engineer and then submitted for review by the Engineer.

6.4 Demolition of Existing Structures. The Contractor shall be required to take special precaution and care in connection with demolition of existing structures. The procedure for doing such work, including need of and plans for temporary falsework, shall first be approved by Railroad Engineer before work is performed, but such approval shall not relieve the

Contractor from liability. Before submission of plans to Railroad Engineer for approval, the Engineer will first review such plans.

6.5 Falsework. The Contractor shall take special precaution and care to prevent any material from falling on TRRA's right of way. The Railroad Engineer shall first approve all procedures for preventing material from falling on TRRA's right of way, including need of and plans for temporary falsework, but such approval shall not relieve the Contractor from liability. Before submission of plans to Railroad Engineer for approval, the Engineer will first review such plans.

6.6 Blasting.

6.6.1 The Contractor shall obtain advance approval of Railroad Engineer and the Engineer for use of explosives on or adjacent to TRRA's right of way, which approval shall be in Railroad Engineer's and Engineer's sole discretion. If permission for use of explosives is granted, the Contractor shall be required to comply with the following:

- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor.
- (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
- (c) No blasting shall be done without the presence of Railroad Engineer. At least seventy-two (72) hours advance notice to the person designated in TRRA's notice of authorization to proceed as mentioned in Section 3.2 of these Railroad Job Special Provisions, the contractor shall be required to arrange for the presence of Railroad Engineer and such flagging as TRRA may require.
- (d) The Contractor shall have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting, at Contractor's expense, any track misalignment or other damage to TRRA's right of way resulting from the blasting as directed by Railroad Engineer. If Contractor's blasting or related activities exclusively cause any delay of trains, the Contractor shall bear the entire cost thereof.

6.6.2 Railroad Engineer will:

- (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
- (b) Have the authority to order discontinuance of blasting if blasting is too hazardous or is not in accordance with this special provision.

6.7 Maintenance of Railroad Facilities. The Contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions that may result from Contractor's operations. The Contractor shall promptly repair eroded areas within TRRA's right of way and repair any other damage to TRRA's right of way, tenants, licensees, easement grantees and invitees. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

6.8 Storage of Materials.

6.8.1 The Contractor shall not store or stockpile construction materials or equipment closer than twenty-five feet (25') to the centerline of the nearest railroad track or on TRRA's right of way not covered by construction easement, Contractor's permit, lease or agreement. Additionally, the Contractor shall not store or leave materials or equipment within 250 feet of the edge of any highway/rail at-grade crossings. Further, both sides of a main track shall remain unobstructed for a distance of ten feet (10') from the exterior edge of the track at all times to allow for stopped train inspection.

6.9 Cleanup. Upon completion of the work, the Contractor shall remove from within the limits of TRRA's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said property in a neat condition satisfactory to Railroad Engineer.

6.10 Buried Cable and Other Buried Facilities.

6.10.1 The Contractor acknowledges that fiber optic, communication and other cable lines and systems, collectively the "Lines", owned by various telecommunications companies may be buried on TRRA's right of way. The locations of the buried Lines, pipelines or utility facilities have been included on the plans based on information from the telecommunications companies, pipeline operators, or utilities. The Contractor shall be responsible for contacting Railroad Engineer, the telecommunications companies, pipeline operators and utilities and notifying them of any work that may damage the buried Lines, pipelines, utility facilities and/or interfere with their service. The Contractor shall verify the location of all buried Lines, pipelines and utility facilities shown on the plans or marked in the field in order to establish their exact locations prior to or while doing work on TRRA's right of way. The Contractor shall also use all reasonable methods when working on TRRA's right of way to determine if any other buried Lines, pipelines or utility facilities exist on TRRA's right of way.

6.10.2 Failure to mark or identify the buried Lines, pipelines or utility facilities will be sufficient cause for Railroad Engineer to stop construction at no cost to the STATE or TRRA until these items are completed. The Contractor shall be responsible for the rearrangement of any buried facilities, Lines, pipelines or utility facilities determined to interfere with the construction. The Contractor shall cooperate fully with any telecommunications companies, pipeline operators and utility facility owners in performing such rearrangements.

7.0 Damages. Railroad will not assume liability for any damages to the Contractor, Contractor's work, employees, servants, equipment and materials caused by railroad traffic, except to the extent that any damage or claim has been proximately caused by TRRA's intentional misconduct or sole or gross negligence. Any cost incurred by TRRA for repairing damages to TRRA's right of way or to property of TRRA's tenants, licensees, easement grantees and invitees caused by or resulting from the Contractor's operations shall be paid directly to TRRA by the Contractor.

8.0 Flagging Services.

8.1 When Railroad Requires Flagging. TRRA shall have sole authority to determine when flagging is necessary to protect TRRA's operations from the Contractor's activities relating to this Project. Whenever TRRA reasonably determines that flagging is needed, TRRA shall provide all necessary flagging services in accordance with these Railroad Job Special Provisions and the Agreement between the STATE and TRRA. The Contractor shall be

responsible for arranging flagging services with TRRA, as required by TRRA, to accomplish the highway improvement. TRRA shall not unreasonably withhold or delay providing any flagging service that is needed pursuant to these Railroad Job Special Provisions.

8.1.1 Without limitation, TRRA may require flagging services in each of the following circumstances:

- (a) any work (including the removal of existing structures or the construction of the new bridge) over any active track of TRRA.
- (b) any work on the structures of the new bridge in close proximity with TRRA's tracks.
- (c) transporting material or equipment over any active track, or any other operations involving the crossing of TRRA's tracks.
- (d) any operations involving close proximity with power lines or TRRA's signal and communication lines, underground cables, fuel or oil facilities or pipelines, which might result in fire or damage to any of such facilities, or endanger TRRA's operations, or endanger the public in the transaction of TRRA business.
- (e) any work which potentially impacts or violates operating clearances or which has a reasonable probability of accidental hazard to TRRA's traffic.
- (f) at any other times when, in the opinion and discretion of TRRA, conditions warrant the provisions of flagging services, or otherwise upon the request of the STATE or anyone acting through or on behalf of the STATE.

8.1.2 However, if the Contractor works upon TRRA's right of way within distances that violate instructions given by Railroad Engineer, or performs work upon TRRA's right of way that has not been scheduled with Railroad Engineer, then TRRA may reasonably require one (1) or more flagmen to be assigned full time until the Contractor has completed all its work upon TRRA's right of way relating to this Project.

8.2 Scheduling and Notification of Flagging.

8.2.1 Not less than thirty (30) days before beginning work upon TRRA's right of way pursuant to this Project, the Contractor shall give Railroad Engineer advance written notice of the Contractor's intent to begin work within TRRA's right of way in accordance with these Railroad Job Special Provisions. These notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if TRRA will require flagging. If TRRA requires flagging, the Contractor shall not perform any work until the flagman or flagmen are present at the job site. Arrangements for flagging shall be confirmed not less than three (3) business days in advance of the need for flagging services. If any notices required to be given by this paragraph are in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, the Contractor shall confirm that notice in writing with copy to the Engineer. TRRA may take up to thirty (30) days to provide flagging for this Project in response to Contractor's first request. After flagging begins, TRRA usually assigns the flagman to work at the Project site on a continual basis until no longer needed and cannot provide flagging on a spot basis. If flagging becomes temporarily unnecessary and TRRA suspends flagging services, then TRRA may take up to thirty (30) days after the Contractor's request to resume flagging services for this Project. Due to TRRA labor agreements, TRRA may require the Contractor to give ten (10)

working days notice before TRRA discontinues flagging services and ends the Contractor's responsibility for payment. The Contractor should address notification for flagging to:

Mr. C. R. McQueen, Jr.
Director Engineering Services & Administration
Terminal Railroad Association of St. Louis
1000 St. Louis Union Station, Suite 200
St. Louis, Missouri 63103
Office: (314)-539-4724
Fax: (314) 621-3673

8.2.2 The TRRA flagman assigned to the Project shall notify the Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services have begun, and on the last day that flagman performs such services for each separate period that TRRA provides flagging services. The Engineer will document such notification in the Project records.

8.2.3 If, after the TRRA assigns a flagman to the Project site, an emergency arises that requires TRRA to reassign the flagman elsewhere, then the Contractor shall delay work on TRRA's right of way until a flagman is again available. The Contractor, not TRRA, shall bear any additional costs resulting from this delay. TRRA shall resume flagging for this Project as soon as possible after the emergency has ended. As used in these Railroad Job Special Provisions, the word "emergency" means an unforeseen event or combination of circumstances, or the actual results thereof, which call for immediate action by TRRA to render urgently needed assistance or relief, and which TRRA could not have foreseen or avoided in the exercise of ordinary care.

8.2.4 The Contractor shall provide a temporary structure to provide shelter from weather conditions for the person(s) providing flagging protection service on behalf of TRRA as described herein. The structure shall be provided in an area immediately accessible to TRRA's main track and the construction site, and be equipped with telephone service, lighting and desk.

8.2.5 Upon request of TRRA, and at Contractor's expense, Contractor shall provide two-way radios for the use by TRRA's personnel engaged in the provision of flagging protection service as contemplated in this Contract.

8.2.6 Notwithstanding anything contained herein to the contrary, TRRA's providing of flagging protection services hereunder (or the performance of any other act by TRRA) shall not relieve, alter or otherwise modify the STATE'S or Contractor's continuing obligations to discharge their duties associated with the Project, and by providing such flagging protective services, TRRA has not assumed any liability associated with the STATE'S, Contractor's, their contractors' or subcontractors' actions or omissions in connection with the Project.

8.3 Payment for Flagging Services.

8.3.1 Except as expressly provided in this Section 8.3.1, all Railroad flagger costs, including without limitation flagging costs necessary in connection with work performed or materials transported above Railroad's tracks, will be incurred by the STATE. The final plans for the Project do not contemplate an at-grade crossing of any tracks in connection with construction or transportation of materials. In the event a track crossing is agreed to by the Railroad and

Contractor, the Contractor shall pay all costs relating thereto, including without limitation all costs of Railroad flaggers required in connection therewith.

8.3.2 TRRA shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

8.3.2.1 TRRA, for performance of its work as outlined in Section 8 hereof, except cost associated with the transporting of materials or equipment across the tracks as noted in 8.3.1, may bill STATE monthly, for the costs and expenses incurred. After STATE's representatives have checked the progressive invoices and they have agreed with TRRA's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, STATE shall promptly reimburse TRRA for one hundred (100) percent of the invoices within sixty (60) days. If TRRA is not in receipt of payment within sixty (60) days, the applicable portions of 30 ILCS 540 (State Prompt Payment Act) shall be enforced. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

8.3.2.2 TRRA, upon the completion of its work, shall, within one hundred twenty (120) calendar days, render to STATE a detailed statement of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and they have agreed with TRRA'S representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse TRRA for one hundred (100) percent of the final invoice within sixty (60) days. If TRRA is not in receipt of payment within sixty (60) days, the applicable portions of 30 ILCS 540 (State Prompt Payment Act) shall be enforced.

8.3.2.3 TRRA shall maintain, for a minimum of three (3) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and other STATE auditors and TRRA agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

8.3.2.4 After the federal and STATE representatives have audited the expenses as incurred by TRRA, including such amounts as may have been suspended from any previous payment, STATE shall promptly reimburse TRRA for the suspended amounts, less the deduction of any item(s) of expense as may be found by the auditors as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the auditors as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then TRRA shall promptly reimburse the STATE for the overpayment.

8.3.4 Flagmen are generally classified as switchmen foremen.

8.3.5 The basic rate of pay for each flagman will be the TRRA's prevailing hourly rate in effect at the time the TRRA provides the flagging services. The current basic hourly rate of pay for an 8-hour day, Monday through Friday, is \$29.28.

8.3.6 The TRRA shall charge one and one-half times the basic rate if overtime is necessary or requested, and two and one-half times the basic rate applies if the TRRA provides flagging services on a holiday recognized by the TRRA. If the flagman is on overtime duty and the Contractor requires the flagman to work without taking a meal, then the TRRA may charge for a second meal period at the current basic hourly rate of pay for an 8-hour day, Monday through Friday (currently \$29.28).

8.3.7 In addition to the above basic hourly rate, the TRRA may charge for its related costs (additives) at the TRRA's normal additive rate (currently 82.24% = \$24.08 per hour) in effect at the time it provides the flagging services.

8.3.8 Headquarters of employees to be used as flagmen are presently located at 1201 McKinley Street, Venice, Illinois 62090. The location of the headquarters of employees to be used as flagmen may be changed by TRRA in its sole discretion. TRRA shall provide a ten (10) working day written notice to the STATE prior to changing the headquarters location. The headquarters location must be within a radius of fifty (50) miles from the location of this Project

8.3.9 The Contractor may furnish travel expenses, such as taxis, meals and accommodations for flagmen. Otherwise, the TRRA will charge an additional amount of \$25.00 per hour (or at the TRRA's normal rate in effect at the time it provides the flagging services) for transporting the flagmen between the headquarters identified in paragraph 8.3.8 of these Railroad Job Special Provisions and the job site via TRRA vehicle or contract carrier, when necessary in accordance with the applicable provisions in these Railroad Job Special Provisions.

8.3.10 The STATE shall reimburse TRRA for the full 8-hour day for each day when the TRRA provides any flagging services scheduled pursuant to 8.2.1. The STATE shall also reimburse TRRA for providing scheduled flagging services on any day when the TRRA assigns the flagman to work on this project, and must pay the flagman (even though the Contractor may not be working on that day), if the TRRA cannot reasonably reassign the flagman to perform other work.

8.4 Flagging Complaints. TRRA and the Contractor shall resolve promptly any complaints about flagging. If the Contractor questions the need for a flagman it should telephone the Railroad Engineer, and TRRA's Manager of Public Projects. The Contractor shall confirm all telephone or oral complaints in writing within five (5) working days, with copies to the Railroad Engineer and the STATE'S Engineer.

9.0 Haul Across Railroads.

9.1 Where the plans show or imply that the Contractor or its suppliers must haul materials of any nature across TRRA's tracks, unless the plans clearly show that the STATE has included arrangements for the haul in the agreement with TRRA, the Contractor shall be required to make all necessary arrangements with TRRA regarding means of transporting such materials across TRRA's tracks. The Contractor shall bear all costs incidental to these crossings, including flagging, whether services are performed by Contractor's own forces or by TRRA's personnel.

9.2 The Contractor shall not establish any crossing for transporting materials or equipment across the tracks of TRRA unless specific authority for the installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor, is first obtained from the Railroad Engineer.

10.0 Work for the Contractor's Benefit. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the Project are shown on the plans, and are included in the agreement between the STATE and TRRA, or will be covered by appropriate revisions to those documents, which shall be initiated and approved by the STATE and/or TRRA. If the Contractor desires any changes in addition to the above, then the Contractor shall make separate arrangements with TRRA to accomplish those changes at the Contractor's expense.

11.0 Cooperation and Delays. The Contractor shall cooperate with TRRA in scheduling any staged construction involving work by TRRA or its tenants, licensees, easement grantees and invitees. TRRA shall cooperate with the STATE'S Contractor in scheduling the Contractor's work upon or over TRRA's right of way. The Contractor shall ascertain in advance, from TRRA, the lead-time required for assembling crews and materials, and include sufficient time for that in its work scheduling. The Contractor may not assert any charge or claim against the STATE or TRRA resulting from any hindrance or delay the Contractor experiences because of railway traffic relating to any construction work by TRRA, or any other delay that is reasonable or necessary to protect the safety of railway traffic, or any other delay resulting from any person's compliance with these Railroad Job Special Provisions.

12.0 Trainman's Walkways. The Contractor shall maintain an unobstructed continuous space suitable for trainman's use in walking along trains, which shall extend to a line not less than twelve feet (12') from centerline of track, along the outer side of each exterior track of multiple operated track and on each side of single operated track. Before the close of each workday, the Contractor shall remove all temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided. Beside any excavation near the walkway, the Contractor shall install a handrail with a minimum horizontal clearance of twelve feet (12') from centerline of track.

13.0 Railroad Percentage of Contractor's Total Project Bid. The amount of work to be performed upon, over or under TRRA's right of way is estimated to be ___ percent of the Contractor's total bid for the Project.

14.0 Insurance.

14.1 In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor shall carry the following insurance:

14.1.1 Commercial General Liability. Commercial General Liability Insurance having a combined single limit of not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate for all loss or liability, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name TRRA as an additional insured, and shall include a severability of interests provision and a waiver of subrogation.

14.1.2 Railroad Protective Liability. Railroad Protective Liability Insurance having a combined single limit of not less than Five Million Dollars (\$5,000,000.00) for each

occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The standards for the Railroad Protective Liability Insurance are as follows:

- (a) The insurer shall be rated A- or better by A.M. Best Company, Inc.
- (b) The policy shall be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - 1) CG 00 35 01 96 and CG 28 31 10 93
 - 2) CG 00 35 07 98 and CG 28 31 07 98.
- (c) The named Insured shall be identified as the Terminal Railroad Association of St. Louis.

14.2 Evidence of Insurance. The Declarations shall include the description of operations matching the project description in this Contract and shall include the appropriate project and contract identification numbers. The job number and project location shall appear on the Declarations and shall include the appropriate highway designation:

STATE Job No. _____

14.3 The name and address of the Contractor shall appear on the Declarations. The name and address of the STATE shall be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party".

14.4 Other endorsements/forms that will be accepted are:

- (a) Broad Form Nuclear Exclusion – Form IL 00 21.
- (b) thirty (30)-day Advance Notice of Non-renewal or cancellation.
- (c) Required State Cancellation Endorsement.
- (d) Quick Reference or Index Form CL/IL 240.

14.5 Endorsements/forms that will NOT be acceptable are:

- (a) Any Pollution Exclusion Endorsement except CG 28 31.
- (b) Any Punitive or Exemplary Damages Exclusion.

(c) Known injury or Damage Exclusion form CG 00 59.

(d) Any Common Policy Conditions form.

(e) Any other endorsement/form not specifically authorized above.

14.6 If any part of the work is sublet, similar insurance, and evidence thereof as specified above, shall be provided by or on behalf of the subcontractor to cover the subcontractor's operations on TRRA's right of way.

14.7 Prior to entry on TRRA's right of way, the original Railroad Protective Liability Insurance Policy shall be submitted by the prime Contractor to the STATE at the address below for review and transmittal to the TRRA. In addition, certificates of insurance evidencing the Contractor's and any subcontractor's Commercial General Liability Insurance shall be issued to the TRRA and the STATE at the addresses below, and forwarded to the STATE for review and transmittal to the TRRA. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without thirty (30) days advanced written notice to TRRA and the STATE. No work will be permitted on the TRRA's right of way until the TRRA has reviewed and approved the evidence of insurance required herein.

TRRA
Mr. C. R. McQueen, Jr., Director
Engineering Services & Administration
Terminal Railroad Assoc. of St. Louis
1000 St. Louis Union Station, Suite 200
St. Louis, MO 63103

STATE
Mary C. Lamie, P.E.
Regional Engineer
Illinois Department of Transportation
1102 Eastport Plaza Drive
Collinsville, IL 62234

15.0 Guidelines for Personnel on TRRA's right of way.

15.1 The Contractor's personnel shall wear hard hats, and appropriate eye and hearing protection shall be used. Working in shorts shall be prohibited. Shirts shall cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots shall be prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle shall be adequate. Safety boots are strongly recommended.

15.2 The Contractor's personnel shall not be allowed within twenty-five feet (25') of the centerline of TRRA's track without specific authorization from the flagman.

15.3 All persons working near TRRA's track while any train is passing shall look out for dragging bands or chains and protruding or shifted cargo.

15.4 The Contractor's personnel shall not cross TRRA's track without specific authorization from the flagman.

15.5 All welders and cutting torches working within twenty-five feet (25') of TRRA's track shall stop when any train is passing.

15.6 The Contractor shall not cross or touch any rail of TRRA's track with any steel tape or chain without permission from the flagman.

16.0 Guidelines for Equipment on TRRA's right of way.

16.1 The Contractor shall not allow any crane or boom equipment to set up to work or park within boom distance plus twelve feet (12') from centerline of track without specific permission from the Railroad Engineer and flagman.

16.2 The Contractor shall not allow crane or boom equipment to foul track or to lift a load over the track without flag protection and track time.

16.3 All crane or boom equipment operators shall stay with their machines whenever crane or boom equipment is pointed toward TRRA's track.

16.4 All operators of cranes and boom equipment under load shall stop work while train is passing upon TRRA's track, including pile driving.

16.5 The Contractor shall secure all swinging loads to prevent movement while any train is passing upon TRRA's track.

16.6 The Contractor shall not allow any load to be suspended above a moving train.

16.7 The Contractor shall not allow any equipment within 25 feet of centerline of track without specific authorization of the flagman.

16.8 The Contractor shall not allow any tractors or any other equipment to touch the TRRA's ballast line without specific permission from Railroad Engineer and flagman.

16.9 The Contractor shall not allow any equipment or load movement within twenty-five feet (25') from, or anywhere above, a standing train or TRRA equipment without specific authorization of the flagman.

16.10 All operating equipment within twenty-five feet (25') of TRRA's track shall halt operations when a train is passing. The flagman may halt all of the Contractor's other operating equipment if the flagman views the operation to be dangerous to the passing train.

16.11 The Contractor's equipment, loads and cables shall be prohibited from touching rails.

16.12 While clearing and grubbing, the Contractor shall remove no vegetation from TRRA embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

16.13 The Contractor shall not park or store any equipment or materials on the TRRA's right of way unless the Railroad Engineer has granted specific authorization therefor.

16.14 The Contractor shall effectively immobilize all unattended equipment that is left parked on the TRRA's right of way, so that unauthorized persons cannot move it.

16.15 The Contractor shall turn all cranes and boom equipment away from TRRA's track after each workday or whenever unattended by an operator.

17.0 Legal Compliance and Hazardous Materials Reporting. Contractor shall comply with all applicable federal, state and local governmental laws and regulations—including the Resource Conservation and Recovery Act, the Clean Water Act, the Oil Pollution Act, the

Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act, and other environmental, health and safety laws and regulations to the extent these requirements are applicable to the Contractor's work performed under this contract. Notwithstanding the preceding sentence, the Contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on TRRA's right of way so long as the Contractor's work, acts or omissions did not cause them to be there. If the Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including any non-containerized commodity or material, on or adjacent to TRRA's right of way, in or near any surface water, swamp, wetlands or waterways, while performing any work under this special provision, the Contractor shall immediately:

- (a) Notify TRRA of such discovery, by telephoning (618) 451-8478.
- (b) Take safeguards necessary to protect employees, subcontractors, agents and/or third parties.
- (c) Exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of the release.

18.0 Personal Injury Reporting. TRRA must report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. The Contractor immediately shall report any personal injury to any employee of the Contractor, subcontractor or Contractor's invitees while on TRRA's right of way, by phone, mail or preferably in person, to the Railroad Engineer. The Contractor shall complete the Non-Employee Personal Injury Data Collection Form and send it by Fax to Railroad Engineer no later than the close of shift on the date of the injury.

19.0 Failure to Comply. If the Contractor violates or fails to comply with any of the requirements of these Railroad Job Special Provisions, the TRRA may act as authorized in paragraphs (a) and (b) of this section, until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

- (a) The Railroad Engineer may require the Contractor to vacate TRRA's right of way.
- (b) The Engineer may withhold all monies due to the Contractor until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

20.0 Payment for Cost of Compliance. The STATE shall not separately pay for any extra cost the Contractor or TRRA incurs on account of compliance with these Railroad Job Special Provisions. The Contractor and TRRA shall include all such cost in the contract unit price for other items included in the contract. TRRA will not pay the Contractor for any work it performs to comply with these Railroad Job Special Provisions.

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EXHIBIT 4

TRRA Material and Force Account Estimate
Flagging and Construction Engineering/Inspection Services
July 14, 2010

Activity	Estimated Hours	Estimated Average Hourly Cost	Total
Flagging	2160	\$98.08	\$211,852.80
Construction Engineering/Inspection	600	\$180.00	\$108,000.00
Total			\$319,852.80
Round to \$320,000.00			

Notes:

- 1) Estimated average hourly costs for flagging services include potential for overtime compensation.
- 2) Billing will be on the basis of actual costs incurred.